

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Coverity, Inc.

Application No./Patent No.: 6,917,947 Filed/Issue Date: July 12, 2005

Entitled: COLLECTION COMMAND APPLICATOR

Coverity, Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Kevin W. JAMESON To: Codefast, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 016314, Frame 0608, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Seth Hallem

Jan 15 2008

Signature

Date

Seth Hallem

(415) 321-5200

Printed or Typed Name

Telephone Number

President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## **EXHIBIT B-1**

### **Patent Assignment Agreement**

This Patent Assignment Agreement (the "Assignment") is made and effective as of December 6, 2007, by and between Codefast, Inc., a Delaware corporation ("Assignor"), and Coverity, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 6, 2007 (the "Asset Purchase Agreement") pursuant to which Assignor has agreed, subject to the conditions and in accordance with the terms therein, to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to certain assets;

WHEREAS Assignor is the owner of the patents, patent applications (including applications in progress), provisional patents, continuations, divisionals, continuations-in-part thereof, right to claim priority, extensions and counterparts in the United States and all foreign countries that are listed on Schedule 1 hereto (the "Patent Portfolio"), effectively assigned to Assignor by all of the inventors of the techniques, electronic systems, designs, processes, methods, and the like which are the subject of such Patent Portfolio; and

WHEREAS Assignee desires to acquire all of Assignor's title, right, interest, benefits and privileges to the Patent Portfolio and all inventive subject matter described in the Patent Portfolio which may be claimed in any patent applications or issued patents which claim priority to or are otherwise related to the Patent Portfolio anywhere in the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably and without reservation:

1.1 assigns, sells, transfers and conveys to Assignee all right, title and interest in and to the Patent Portfolio, any and all inventive subject matter described or claimed in the Patent Portfolio, and any and all other patent applications or issued patents claiming priority therefrom, or otherwise related to such Patent Portfolio, anywhere in the world, including all nonprovisional, divisional, renewal, substitute, continuation and convention applications, and any and all letters patent, reissues, reexaminations, and extensions of letters patent granted thereon, and every priority right that is or may be predicated upon or arise from the Patent Portfolio and patents based thereon; and

1.2 hereby authorizes the Commissioner of Patents to issue any and all patents which may be granted upon any of the Patent Portfolio herein referenced to Assignee, as the assignee to the entire interest therein.

2. Binding Agreement. The terms and covenants of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

3. Governing Law. This Assignment shall be governed by the laws of the State of California, without reference to conflict of laws principles. If any provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Assignment, as so modified, shall remain enforceable in accordance with its terms.

4. Conflict with Asset Purchase Agreement. This Assignment is made pursuant to and is subject to the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Asset Purchase Agreement. In the event that any provision of this Assignment be constructed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

5. Counterparts. This Assignment may be signed in counterparts, each of which shall be an original, and all of which together shall constitute one instrument.

6. Waiver; Amendments. Any failure to enforce any provision of the Assignment shall not constitute a waiver thereof or of any other provision. This Assignment may not be amended, nor any obligation waived, except by a writing signed by both parties; nor shall any obligation herein be waived except in a writing signed by the person charged with making such waiver.

*[Remainder of Page Left Blank Intentionally]*

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

CODEFAST, INC.

By: Nick Berens  
Nick Berens  
President

ASSIGNEE:

COVERITY, INC.

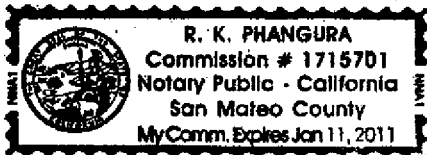
By: \_\_\_\_\_  
Seth Hallem  
President

**CERTIFICATION**

State of California            )  
  ) ss.  
County of San Mateo         )

On this 6<sup>th</sup> day of December 2007, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nick Berens, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



R. K. Phangura  
Notary Public                    ✓

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

**CODEFAST, INC.**

By:

\_\_\_\_\_  
Nick Berens  
President

ASSIGNEE:

**COVERITY, INC.**

By:

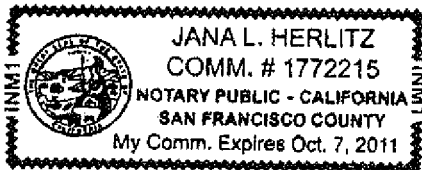
\_\_\_\_\_  
*Seth Hallem*  
Seth Hallem  
President

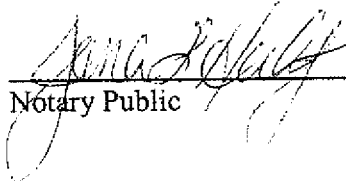
**CERTIFICATION**

State of California                     )  
  ) ss.  
County of San Francisco            )

On this 6<sup>th</sup> day of December 2007, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Seth Hallem , who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



  
\_\_\_\_\_  
Notary Public

## **SCHEDULE 1**

### **Filed June 21, 2001 (USPTO date)**

Collection Content Classifier, USPTO 09/885,076

Collection Makefile Generator, USPTO 09/885,077, CIPO 2,352,575

Collection Information Manager, USPTO 09/885,078, CIPO 2,352,407

Collection Knowledge System, USPTO 09/885,079, CIPO 2,352,577

Collection Recognizer, USPTO 09/885,080

Collection Command Applicator, USPTO 09/885,081

### **Filed December 6, 2001 (USPTO date)**

Collection Role Changing GUI, CIPO 2,364,628

### **Filed August 27, 2002 (USPTO date) (July 7, 2002 CIPO date)**

Collection Installable Knowledge USPTO 10/227,821, CIPO 2,368,845

### **Filed August 27, 2002 (USPTO date) (August 27, 2002 CIPO date)**

Collection Storage System, USPTO 10/227,848, CIPO 2,398,031

Collection View Expander, USPTO 10/227,847, CIPO 2,398,043

Collection Shortcut Expander, USPTO 10/227,822

### **Filed August 22, 2003 (USPTO date)**

Collection Symbolic Job Expander, USPTO 10/645,487, CIPO 2,438,723

Collection Processing System, USPTO 10/645,550, CIPO 2,438,736

### **Filed May 18, 2005 (USPTO date)**

Collection Content Classifier, USPTO 11/129,679

Collection Makefile Generator USPTO 11/226,931

Updating Groups of Items, USPTO 11/339,178

Collection Command Applicator, USPTO 11/129,678

Collection Installable Knowledge, USPTO 11/133,160



Patents Granted (USPTO date)

Collection Content Classifier, USPTO 09/885,076, US Pat. No. 6,934,694  
Issued 8/23/2005

Collection Makefile Generator, USPTO 09/885,077, US Pat. No. 7,003,759  
Issued 2/21/2006

Collection Command Applicator, USPTO 09/885,081, US Pat. No. 6,917,947  
Issued 7/12/2005

Collection Installable Knowledge, USPTO 10/227,821, US Pat. No. 7,020,644  
Issued 3/28/2006